

such damages, in addition to any indemnification responsibilities of Producer hereunder and costs setforth in Section 6c, above, is one year's Base Payment as per Section B7A hereunder.

Accordingly, in the event of a default hereunder by Producer, LOL may terminate this Agreement and Producer agrees to pay upon demand as liquidated damages and not as a penalty, and in addition to any indemnification responsibilities of Producer hereunder and costs setforth in Section 6c, above, one year's Base Payment as per Section B7A.

8. Independent Contractor

Producer is an independent contractor as contemplated by the Agreement and nothing herein or hereunder shall be construed to make the Producer a servant, agent, employee, partner or joint venturer of or with LOL. Producer shall be responsible for withholding taxes, unemployment insurance, workers' compensation insurance and the like in respect of his employees and agrees to pay all taxes on the buildings, equipment and other items he owns.

9. Assignment

No right hereunder shall be assigned by Producer, and no duty delegated, except with the prior written consent of LOL, and any purported assignment or delegation in violation of the foregoing shall be void ab initio. Subject to the foregoing, any permitted assignment or delegation shall not effect a release of the assignor or the delegator, unless the other party expressly grants such a release in writing, and this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors, assigns and legal representatives of the parties.

10. Interpretation

This Agreement shall be construed in accordance with the laws of the State of Iowa and such laws shall govern the interpretation, construction and enforcement hereunder. Wherever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law. Invalidity of any provision of this Agreement shall not effect the validity of any other provision.